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ATTORNEYS FOR PLAINTIFF AT&T CORPORATION

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

AT&T CORPORATION, a New York  
corporation,

Plaintiff,

v.

INTERSTATE HOLDINGS, LLC dba  
CONCORD HILTON, a California limited  
liability company,

Defendant.

CASE NO.

COMPLAINT FOR BREACH OF  
CONTRACT AND QUANTUM MERUIT

Judge:

Plaintiff AT&T CORPORATION (“Plaintiff” or “AT&T”) alleges as follows:

**PARTIES**

1. Plaintiff is a corporation organized under the laws of the State of New York and is registered with the Secretary of State of California to do business in California.

2. Defendant INTERSTATE HOLDINGS, LLC dba CONCORD HILTON (“Defendant” or “Concord”) is a limited liability company organized under the laws of the State of California.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), in that the matter in controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs, and is between parties that are citizens of different states.





1 contract rate of 1.5% per month (18% per annum), or the maximum rate allowed by law, attorney's  
2 fees and other costs pursuant to the Contracts;

3 2. In the alternative, on its Second Claim for Relief, for amounts due and owing for  
4 Services provided to Concord in an amount not less than \$167,825.63;

5 3. On all claims, for interest, costs and attorney's fees as allowed by law; and

6 4. For such other and further relief as the Court may seem appropriate under the  
7 circumstances of this case.

8  
9 DATED: MARCH 1, 2023

BERLINER COHEN, LLP

10  
11 BY: 

JONATHAN D. WOLF  
JULIA L. COVELLO  
ATTORNEYS FOR PLAINTIFF  
AT&T CORPORATION